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Attorney for: Secured Creditor,
The Bank of New York Mellon Trust Company, National Association as grantor trustee of the
Protium Master Grantor Trust, its assignees and/or successors, and the servicing agent Barclays
Capital Real Estate Inc. dba HomEq Servicing

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:	)	Case No. 10-21206
)	
Anthony Adorno, Jr.,	)	DC No.: MIG-1
)	
Debtor.	)	Chapter 7
)	
The Bank of New York Mellon Trust)	
Company, National Association as)	
grantor trustee of the Protium Master	)	MOTION FOR RELIEF FROM
Grantor Trust, its assignees and/or	)	AUTOMATIC STAY
successors, and the servicing agent)	
Barclays Capital Real Estate Inc. dba)	
HomEq Servicing,)	
	)	Date: 4/6/2010
Secured Creditor,	)	Time: 9:31AM
v.	)	Ctrm: 32, Sixth Floor
	)	Place: 501 I Street
Anthony Adorno, Jr., Debtor; and	)	Sacramento, CA
Geoffrey Richards, Chapter 7 Trustee,)	
	)	Judge: Thomas Holman
)	
Respondents.)	
)	

1 The Bank of New York Mellon Trust Company, National Association as grantor trustee
2 of the Protium Master Grantor Trust, its assignees and/or successors, and the servicing agent
3 Barclays Capital Real Estate Inc. dba HomEq Servicing (“Secured Creditor” or “Movant”
4 herein), moves this Court for an Order Terminating the Automatic Stay of 11 U.S.C. § 362 as to
5 moving party (and the Trustee under the Deed of Trust securing moving party’s claim) so that
6 moving party and its Trustee may commence and continue all acts necessary to foreclose under
7 the Deed of Trust secured by the Debtor property, commonly known as 7046 Charolais Way,
8 Citrus Heights, CA 95610, (“Property” herein). **See Exhibit “1”**.

9 A copy of Secured Creditor’s Relief From Stay Information Sheet is filed concurrently
10 herewith as a separate document pursuant to Local Rules of Court.

11 The current value of the Debtor's subject Property is \$300,000.00, based upon the
12 Debtor's own value as set forth in Schedule A. Movant requests the court to take judicial notice
13 of the Debtor's Schedules. **See Exhibit “2”**.

14 In the present case, the Debtor has no equity in the Property, as evidenced by the
15 approximate market value compared to the total liens against the Property, principally that of
16 Secured Creditor herein and the other liens as noted in this Motion.

17	Value	\$	300,000.00
18	Total Liens to Secured Creditor	\$	340,962.27
19	Equity	\$	(40,962.27)

20 Based on the foregoing, Secured Creditor alleges that there is no equity in the subject
21 Property, the subject Property is not necessary for an effective reorganization, and Secured
22 Creditor is not adequately protected. Secured Creditor is not receiving regular monthly
23 payments, and is unfairly delayed from proceeding with the foreclosure of the subject Property.
24 Accordingly, relief from the automatic stay should be granted to Secured Creditor pursuant to
25 11 U.S.C. § 362(d)(1) and (2).

26 WHEREFORE, Secured Creditor prays for judgment as follows:

- 27 1. For an Order granting relief from the automatic stay, permitting Secured Creditor to
28 proceed with the foreclosure under Secured Creditor’s Deed of Trust, and to sell the
29 subject Property at a trustee’s sale under the terms of the Deed of Trust to proceed

1 with any and all post foreclosure sale remedies, including the unlawful detainer
2 action or any other action necessary to obtain possession of the Property.

- 3 2. For an Order that the fourteen day stay described in Bankruptcy Rule 4001(a)(3) be
4 waived.
- 5 3. For an Order modifying the automatic stay to protect Secured Creditor's interest, as
6 the Court deems proper.
- 7 4. For such other relief as the Court deems proper.
- 8 5. The Moving Party, at its option, may offer, provide and enter into any potential
9 forbearance agreement, loan modification, refinance agreement or other loan
10 workout/loss mitigation agreement as allowed by state law. The Movant may contact
11 the Debtor via telephone or written correspondence to offer such an agreement. Any
12 such agreement shall be non-recourse unless included in a reaffirmation agreement.

13
14 Dated: March 11, 2010

McCarthy & Holthus, LLP

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16 By: /s/ Mishaela J. Graves
17 Mishaela J. Graves, Esq.
18 Attorney for Secured Creditor
19 The Bank of New York Mellon Trust
20 Company, National Association as grantor
21 trustee of the Protium Master Grantor Trust,
22 its assignees and/or successors, and the
23 servicing agent Barclays Capital Real Estate
24 Inc. dba HomeEq Servicing
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